

3-273A001

9/64.00

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N W

SUITE 200

WASHINGTON, D C

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

18417

SEP 30 1993 - 8:45 AM

INTERSTATE COMMERCE COMMISSION

18417

SEP 30 1993 - 8:45 AM

INTERSTATE COMMERCE COMMISSION

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SEP 30 1993 - 8:45 AM

INTERSTATE COMMERCE COMMISSION

September 30, 1993 SEP 30 1993 - 8:45 AM

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

18417

SEP 30 1993 - 8:45 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of the Equipment Lease 1993-A, a primary document, and the Security Agreement-Trust Deed 1993-A, the Lease Supplement No. 1 and Security Agreement-Trust Deed 1993-A Supplement No. 1, all dated September 20, 1993, all secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed documents are:

Equipment Lease 1993-A and  
Lease Supplement (Amoco Chemical Trust 1993-A) No. 1

Lessor: Shawmut Bank Connecticut, N.A., Trustee  
777 Main Street  
Hartford, Connecticut 06115

Lessee: Amoco Chemical Company  
200 East Randolph Drive  
Chicago, Illinois 60601

*[Handwritten signature]*

Mr. Sidney L. Strickland, Jr.  
September 29, 1993  
Page 2

Security Agreement-Trust Deed 1993-A and  
Security Agreement-Trust Deed 1993-A (Amoco Chemical Trust 1993-A) No. 1

Debtor: Shawmut Bank Connecticut, N.A., Trustee  
777 Main Street  
Hartford, Connecticut 06115

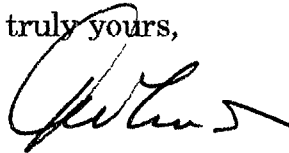
Secured Party: LaSalle National Bank  
135 South LaSalle Street  
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Annex 1 attached to Lease Supplement No. 1.

Also enclosed is a check in the amount of \$64.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

18417/C  
FILED

AMOCO CHEMICAL TRUST 1993-A

SEP 30 1993 - 8 43 AM

SECURITY AGREEMENT-TRUST DEED 1993-A  
SUPPLEMENT NO. 1

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT-TRUST DEED 1993-A SUPPLEMENT NO. 1 dated September 30, 1993 (this "Supplement"), from SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee (the "Debtor") for Banc One Equipment Finance, Inc., and LASALLE NATIONAL BANK (the "Secured Party").

RECITAL:

The Security Agreement-Trust Deed 1993-A, dated as of September 30, 1993 (herein, together with any amendments and supplements heretofore made thereto, called the "Security Agreement"), between the parties hereto, provides for the execution and delivery on the Closing Date (such term and other defined terms in the Security Agreement being herein used with the same meanings) of a Supplement thereto substantially in the form hereof, which shall particularly describe the Units being acquired on the Closing Date and shall specifically grant and confirm a security interest in such Units to the Secured Party;

NOW, THEREFORE, the Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest and premium, if any, on the Notes at any time outstanding under the Security Agreement according to their tenor and effect, and to secure the payment of all other indebtedness secured by the Security Agreement and the performance and observance of all the Debtor's covenants and conditions contained in the Notes, the Security Agreement and the Participation Agreement, does hereby convey, warrant, mortgage, assign and pledge unto the Secured Party, its successors in trust and assigns, and grant to the Secured Party, its successors in trust and assigns a security interest in, forever, all and singular of the Debtor's right, title and interest in the Units described in Schedule 1 attached hereto, whether now owned by the Debtor or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Units, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Units, together with all the rents, issues, income, profits and avails therefrom, in each case excepting such thereof as remain the property of the Lessee under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Secured Party, its successors in trust and assigns forever, upon the terms and conditions set forth in the Security Agreement for the benefit, security and protection of all present and future holders of the Notes.

Attached as Schedule 2 hereto is the amortization schedule on a series-by-series basis for the Notes issued on September 30, 1993. Attached as Schedule 3 hereto is the Prepayment Premium schedule.

This Supplement shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Security Agreement-Trust Deed 1993-A dated as of September 30, 1993" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

\* \* \* \* \*

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Debtor

By: 

Name: ALAN P. COFFEY

Title: ASSISTANT VICE PRESIDENT

CORPORATE SEAL:

ATTEST:

By: 

Name: W. B. MANNING

Title: ASSISTANT VICE PRESIDENT

SECURED PARTY:

LASALLE NATIONAL BANK, as  
Secured Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Debtor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

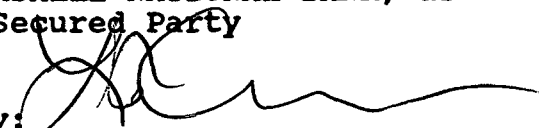
CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

LASALLE NATIONAL BANK, as  
Secured Party

By:  \_\_\_\_\_  
Name: Lars P. Anderson  
Title: Assistant Vice President

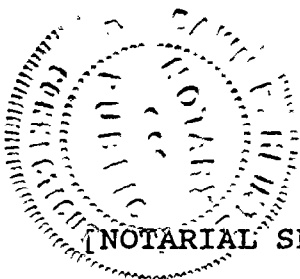
CORPORATE SEAL:

ATTEST:

By:  \_\_\_\_\_  
Name: Norman T. Rosson  
Title: Assitant Secretary

STATE OF **CONNECTICUT**  
COUNTY OF **HARTFORD** ) SS

On this 27<sup>th</sup> of September, 1993, before me personally appeared ALAN B. COFFEY and WILLIAM J. HARTLEY, to me personally known, who being by me duly sworn, say that they are ASSISTANT VICE PRESIDENT and ASSISTANT VICE PRESIDENT, respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 1997

Dawn P. Heintz  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On this \_\_\_\_\_ day of September, 1993, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of LASALLE NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_ of September, 1993, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

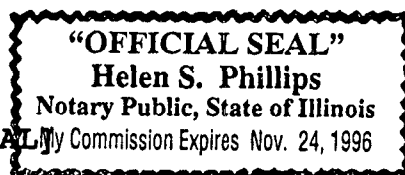
My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On this 27<sup>th</sup> day of September, 1993, before me personally appeared Lars P. Anderson and Norman t. Rosson, to me personally known, who being by me duly sworn, say that they are Assistant Vice President and Assistant Secretary, respectively, of LASALLE NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



Helen S. Phillips  
Notary Public



SCHEDULE 1  
(to Security Agreement - Trust Deed 1993-A  
Supplement No. 1)

DESCRIPTION OF UNITS

The units comprise (i) 142 covered hopper cars with a capacity of 5,800 cubic feet and with stub center sills and pneumatic discharge manufactured by ACF Industries, Inc., pursuant to that certain Purchase and Sale Agreement No. ACF930001, dated July 1, 1993 and (ii) 13 covered hopper cars with a capacity of 5,250 cubic feet and 100 tons and with stub center sills and fluidized butterfly discharge manufactured by ACF Industries, Inc., Specification No. 500P00555 dated September 1, 1992. Car numbers are listed on pages 2 and 3 to this Schedule 1.

<b>I. Cars w/Capacity of 5,800 Cubic Feet</b>	<b>Cars w/Capacity of 5,800 Cubic Feet</b>	<b>Cars w/Capacity of 5,800 Cubic Feet</b>
AMCX 108260	AMCX 108310	AMCX 108360
AMCX 108261	AMCX 108311	AMCX 108361
AMCX 108262	AMCX 108312	AMCX 108362
AMCX 108263	AMCX 108313	AMCX 108363
AMCX 108264	AMCX 108314	AMCX 108364
AMCX 108265	AMCX 108315	AMCX 108365
AMCX 108266	AMCX 108316	AMCX 108366
AMCX 108267	AMCX 108317	AMCX 108367
AMCX 108268	AMCX 108318	AMCX 108368
AMCX 108269	AMCX 108319	AMCX 108369
AMCX 108270	AMCX 108320	AMCX 108370
AMCX 108271	AMCX 108321	AMCX 108371
AMCX 108272	AMCX 108322	AMCX 108372
AMCX 108273	AMCX 108323	AMCX 108373
AMCX 108274	AMCX 108324	AMCX 108374
AMCX 108275	AMCX 108325	AMCX 108375
AMCX 108276	AMCX 108326	AMCX 108376
AMCX 108277	AMCX 108327	AMCX 108377
AMCX 108278	AMCX 108328	AMCX 108378
AMCX 108279	AMCX 108329	AMCX 108379
AMCX 108280	AMCX 108330	AMCX 108380
AMCX 108281	AMCX 108331	AMCX 108381
AMCX 108282	AMCX 108332	AMCX 108382
AMCX 108283	AMCX 108333	AMCX 108383
AMCX 108284	AMCX 108334	AMCX 108384
AMCX 108285	AMCX 108335	AMCX 108385
AMCX 108286	AMCX 108336	AMCX 108386
AMCX 108287	AMCX 108337	AMCX 108387
AMCX 108288	AMCX 108338	AMCX 108388
AMCX 108289	AMCX 108339	AMCX 108389
AMCX 108290	AMCX 108340	AMCX 108390
AMCX 108291	AMCX 108341	AMCX 108391
AMCX 108292	AMCX 108342	AMCX 108392
AMCX 108293	AMCX 108343	AMCX 108393
AMCX 108294	AMCX 108344	AMCX 108394
AMCX 108295	AMCX 108345	AMCX 108395
AMCX 108296	AMCX 108346	AMCX 108396
AMCX 108297	AMCX 108347	AMCX 108397
AMCX 108298	AMCX 108348	AMCX 108398
AMCX 108299	AMCX 108349	AMCX 108399
AMCX 108300	AMCX 108350	AMCX 108400
AMCX 108301	AMCX 108351	AMCX 108401
AMCX 108302	AMCX 108352	
AMCX 108303	AMCX 108353	
AMCX 108304	AMCX 108354	
AMCX 108305	AMCX 108355	
AMCX 108306	AMCX 108356	
AMCX 108307	AMCX 108357	
AMCX 108308	AMCX 108358	
AMCX 108309	AMCX 108359	

II. Cars w/Capacity of  
5,250 Cubic Feet

AMCX 106204

AMCX 106206

AMCX 106207

AMCX 106209

AMCX 106211

AMCX 106212

AMCX 106213

Cars w/Capacity of  
5,250 Cubic Feet

AMCX 106218

AMCX 106228

AMCX 106248

AMCX 106270

AMCX 106271

AMCX 106274

SCHEDULE 2  
(to Security Agreement - Trust Deed 1993-A  
Supplement No. 1)

AMORTIZATION SCHEDULE

Series 1

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
9/30/1993	6154824.66	.00	.00	.00	6154824.66
3/29/1994	.00	.00	190657.66	190657.66	6154824.66
9/29/1994	.00	-191722.79	191722.79	.00	6346547.45
3/29/1995	.00	333123.61	197694.95	530818.56	6013423.84
9/29/1995	.00	-187318.15	187318.15	.00	6200741.99
3/29/1996	.00	370799.67	193153.11	563952.78	5829942.32
9/29/1996	.00	-181602.70	181602.70	.00	6011545.02
3/29/1997	.00	376893.15	187259.63	563952.78	5634851.87
9/29/1997	.00	-175525.64	175525.64	.00	5810377.51
3/29/1998	.00	382959.52	180993.26	563952.78	5427417.99
9/29/1998	.00	-169064.07	169064.07	.00	5596482.06
3/29/1999	.00	389622.36	174330.42	563952.78	5206859.70
9/29/1999	.00	.00	162193.68	162193.68	5206859.70
3/29/2000	.00	239565.43	162193.68	401759.11	4967294.27
9/29/2000	.00	.00	154731.22	154731.22	4967294.27
3/29/2001	.00	254490.35	154731.22	409221.57	4712803.92
9/29/2001	.00	.00	146803.84	146803.84	4712803.92
3/29/2002	.00	216500.50	146803.84	363304.34	4496303.42
9/29/2002	.00	.00	140059.85	140059.85	4496303.42
3/29/2003	.00	200827.32	140059.85	340887.17	4295476.10
9/29/2003	.00	.00	133804.08	133804.08	4295476.10
3/29/2004	.00	173887.95	133804.08	307692.03	4121588.15
9/29/2004	.00	.00	128387.47	128387.47	4121588.15
3/29/2005	.00	250134.97	128387.47	378522.44	3871453.18
9/29/2005	.00	426366.13	120595.77	546961.90	3445087.05
3/29/2006	.00	.00	107314.46	107314.46	3445087.05
9/29/2006	.00	350836.65	107314.46	458151.11	3094250.40
3/29/2007	.00	.00	96385.90	96385.90	3094250.40
9/29/2007	.00	496503.48	96385.90	592889.38	2597746.92
3/29/2008	.00	.00	80919.82	80919.82	2597746.92
9/29/2008	.00	527435.64	80919.82	608355.46	2070311.28
3/29/2009	.00	578309.22	64490.20	642799.42	1492002.06
9/29/2009	.00	.00	46475.86	46475.86	1492002.06
3/29/2010	.00	615496.26	46475.86	661972.12	876505.80
9/29/2010	.00	.00	27303.16	27303.16	876505.80
3/29/2011	.00	655074.54	27303.16	682377.70	221431.26
9/29/2011	.00	.00	6897.58	6897.58	221431.26
3/29/2012	.00	221431.26	6897.58	228328.84	.00
9/29/2012	.00	.00	.00	.00	.00
3/29/2013	.00	.00	.00	.00	.00
9/29/2013	.00	.00	.00	.00	.00
3/29/2014	.00	.00	.00	.00	.00
*****					
Total	6154824.66	6154824.66	4676962.19	10831786.85	

# AMORITIZATION SCHEDULE

## Series 2

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
9/30/1993	665174.65	.00	.00	.00	665174.65
12/28/1993	.00	.00	10129.87	10129.87	665174.65
6/28/1994	.00	-20720.19	20720.19	.00	685894.84
12/28/1994	.00	29960.90	21365.62	51326.52	655933.94
6/28/1995	.00	-20432.34	20432.34	.00	676366.28
12/28/1995	.00	41380.05	21068.81	62448.86	634986.23
6/28/1996	.00	-19779.82	19779.82	.00	654766.05
12/28/1996	.00	42052.90	20395.96	62448.86	612713.15
6/28/1997	.00	-19086.01	19086.01	.00	631799.16
12/28/1997	.00	42768.32	19680.54	62448.86	589030.84
6/28/1998	.00	-18348.31	18348.31	.00	607379.15
12/28/1998	.00	43529.00	18919.86	62448.86	563850.15
6/28/1999	.00	.00	17563.93	17563.93	563850.15
12/28/1999	.00	27320.99	17563.93	44884.92	536529.16
6/28/2000	.00	.00	16712.88	16712.88	536529.16
12/28/2000	.00	29023.09	16712.88	45735.97	507506.07
6/28/2001	.00	.00	15808.81	15808.81	507506.07
12/28/2001	.00	29357.79	15808.81	45166.60	478148.28
6/28/2002	.00	.00	14894.32	14894.32	478148.28
12/28/2002	.00	20060.09	14894.32	34954.41	458088.19
6/28/2003	.00	.00	14269.45	14269.45	458088.19
12/28/2003	.00	22869.45	14269.45	37138.90	435218.74
6/28/2004	.00	.00	13557.06	13557.06	435218.74
12/28/2004	.00	29918.21	13557.06	43475.27	405300.53
6/28/2005	.00	.00	12625.11	12625.11	405300.53
12/28/2005	.00	36926.05	12625.11	49551.16	368374.48
6/28/2006	.00	.00	11474.86	11474.86	368374.48
12/28/2006	.00	53376.30	11474.86	64851.16	314998.18
6/28/2007	.00	.00	9812.19	9812.19	314998.18
12/28/2007	.00	56701.65	9812.19	66513.84	258296.53
6/28/2008	.00	.00	8045.94	8045.94	258296.53
12/28/2008	.00	60234.16	8045.94	68280.10	198062.37
6/28/2009	.00	66044.02	6169.64	72213.66	132018.35
12/28/2009	.00	.00	4112.37	4112.37	132018.35
6/28/2010	.00	70290.85	4112.37	74403.22	61727.50
12/28/2010	.00	.00	1922.81	1922.81	61727.50
6/28/2011	.00	61727.50	1922.81	63650.31	.00
12/28/2011	.00	.00	.00	.00	.00
6/28/2012	.00	.00	.00	.00	.00
12/28/2012	.00	.00	.00	.00	.00
6/28/2013	.00	.00	.00	.00	.00
=====					
Total	665174.65	665174.65	497696.43	1162871.08	

SCHEDULE 3  
(to Security Agreement - Trust Deed 1993-A  
Supplement No. 1)

PREPAYMENT PREMIUM SCHEDULE

<u>If prepaid during</u> <u>the year ending</u>	<u>Percentage of</u> <u>Principal Amount</u>
September 30, 2000	4.361%
September 30, 2001	4.050%
September 30, 2002	3.738%
September 30, 2003	3.427%
September 30, 2004	3.115%
September 30, 2005	2.804%
September 30, 2006	2.492%
September 30, 2007	2.181%
September 30, 2008	1.869%
September 30, 2009	1.558%
September 30, 2010	1.246%
September 30, 2011	0.935%
September 30, 2012	0.623%
September 30, 2013	0.312%